

KEKER, VAN NEST & PETERS LLP
BENJAMIN BERKOWITZ - # 244441
bberkowitz@keker.com
MATAN SHACHAM - # 262348
mshacham@keker.com
CHRISTINA LEE - # 314339
clee@keker.com
SPENCER MCMANUS - # 322824
smcmanus@keker.com
ROBYN PARISER - # 335017
rpariser@keker.com
JONHATAN A. ARAGON - # 338756
jaragon@keker.com
633 Battery Street
San Francisco, CA 94111-1809
Telephone: 415 391 5400
Facsimile: 415 397 7188

Attorney for Defendant LINKEDIN CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

L. W. A., individually and on behalf of all
others similarly situated,

Plaintiff,

v.

LINKEDIN CORPORATION,

Defendant.

Case No.

**DECLARATION OF JONHATAN A.
ARAGON IN SUPPORT OF
DEFENDANT LINKEDIN
CORPORATION'S NOTICE OF
REMOVAL OF CIVIL ACTION**

Removed from the Superior Court of the State
of California for the County of Santa Clara

Complaint Filed: October 22, 2024

Action Removed: November 25, 2024

DEMAND FOR JURY TRIAL

DECLARATION OF JONHATAN ARAGON IN SUPPORT OF DEFENDANT LINKEDIN CORPORATION'S
NOTICE OF REMOVAL OF CIVIL ACTION

Case No.

DECLARATION OF JONHATAN A. ARAGON

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2 1. I am an attorney at Keker, Van Nest & Peters LLP, counsel for Defendant
3 LinkedIn Corporation (“LinkedIn”) in the above-captioned matter. I have personal knowledge of
4 the facts contained herein, and if called as a witness, I could and would testify competently
5 thereto.

6 2. This declaration is filed in support of LinkedIn’s Notice of Removal of Civil
7 Action.

8 3. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff’s file-stamped
9 complaint filed on October 22, 2024, in the Superior Court of the State of California for the
10 County of Santa Clara and styled *L.W.A. v. LinkedIn Corporation*, Case No. 24CV450084.

11 4. Attached hereto as **Exhibit B** is a true and correct copy of the summons Plaintiff
12 served on LinkedIn on October 28, 2024.

13 5. Attached hereto as **Exhibit C** is a true and correct copy of the Civil Case Cover
14 Sheet Plaintiff filed on October 22, 2024, in the Superior Court of the State of California for the
15 County of Santa Clara.

16 6. Attached hereto as **Exhibit D** is a true and correct copy of the Proof of Service
17 Plaintiff filed on October 30, 2024, in the Superior Court of the State of California for the County
18 of Santa Clara.

19 7. Attached hereto as **Exhibit E** is a true and correct copy of the Notice of Stipulation
20 and Stipulation to Extend Time for Responsive Pleading filed on November 21, 2024, in the
21 Superior Court of the State of California for the County of Santa Clara.

22 8. No other state-court process, pleadings, or orders were served on LinkedIn or filed
23 in state court.

24 //

25 //

26 //

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28 //

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct. Executed on November 25, 2024 at San Francisco, California.

3 KEKER, VAN NEST & PETERS LLP

4
5 By: 

JONHATAN A. ARAGON

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7 Attorney for Defendant LINKEDIN
CORPORATION
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Exhibit A

E-FILED
10/22/2024 4:43 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
24CV450084
Reviewed By: M. Suarez

BURSOR & FISHER, P.A.
Sarah N. Westcot (State Bar No. 264916)
701 Brickell Avenue, Suite 2100
Miami, FL 33131
Telephone: (305) 330-5512
Facsimile: (305) 676-9006
Email: swestcot@bursor.com

Counsel for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

L.W.A., individually and on behalf of all
others similarly situated,

Plaintiff,

v.

LINKEDIN CORPORATION,

Defendant.

24CV450084
Case No.

CLASS ACTION

COMPLAINT

Plaintiff L.W.A. (“Plaintiff”) brings this class action complaint on behalf of herself, and all other persons similarly situated against Defendant LinkedIn Corporation (“LinkedIn” or (“Defendant”). Plaintiff brings this action based on personal knowledge of the facts pertaining to herself, and on information and belief as to all other matters, by and through the investigation of undersigned counsel.

NATURE OF THE ACTION

1. Plaintiff brings this suit on behalf of all LinkedIn users who live in the United States and completed the weight loss and health history survey on www.noom.com (the “Website”). The Website is owned and operated by Noom, Inc. (“Noom”).

2. Noom describes itself as a “consumer-led digital health company that helps people live healthier, happier lives.”¹ In order to access Noom’s services, consumers must share sensitive, personal information, including their weight loss history and goals, current medical history, and other confidential medical information. When consumers engage with online health companies, data privacy is especially important due the sensitive nature of the information being disclosed. When consumers access online health services, they must be able to trust their information is protected from unauthorized disclosure to third parties. When consumers know their information is secure, they are more likely to pursue the help they need to reach their health-related and weight loss goals.

3. Medical information is protected by state and federal law. Given these protections, consumers reasonably expect that confidential medical information shared to establish a weight-loss plan will remain confidential. However, unbeknownst to Plaintiff and members of the putative class, LinkedIn intentionally intercepted these sensitive and confidential communications, including information concerning the current medical and behavioral conditions shared by consumer when completing a health survey on Noom’s Website. Because this case concerns LinkedIn account holders, LinkedIn matches the information it receives from Noom to the specific consumer who provided the information. LinkedIn failed to receive consent for these

¹ NOOM, ABOUT US, <https://www.noom.com/about-us/>

1 interceptions, and thereby engaged in conduct that expressly contravened its own terms and
2 representations.

3 4. LinkedIn develops, owns, and operates “the world’s largest professional network
4 with more than 1 billion members in more than 200 countries and territories worldwide.”²
5 LinkedIn is also an advertising company that touts its ability to leverage the data it collects online
6 to deliver targeted marketing to specific users.

7 5. Defendant intentionally intercepted confidential information from Noom’s Website
8 for target advertising purposes. Plaintiff brings this action for legal and equitable remedies
9 resulting from these illegal acts.

10 **PARTIES**

11 6. Plaintiff L.W.A. is domiciled in San Diego, California. Plaintiff maintained a
12 LinkedIn account at all relevant times before and after completing a health survey on Noom’s
13 Website. When Plaintiff created her LinkedIn account she agreed to LinkedIn’s User Agreement,
14 which provides that “You and LinkedIn agree that the laws of the State of California, U.S.A. . . .
15 shall exclusively govern any dispute relating to this Contract and/or the Services.”³ LinkedIn’s
16 “Services,” includes those related to its software code known as the LinkedIn Insight Tag.⁴

17 7. In or around December 2023, Plaintiff completed a survey to develop a weight loss
18 plan on the Noom Website. Plaintiff used a Google browser that she also uses to access her
19 LinkedIn account. When completing the survey on the Website, Plaintiff disclosed sensitive
20 information, including confidential medical information, to determine her eligibility for Noom’s
21 weight loss services, as described more thoroughly herein. Plaintiff was required to provide
22 sensitive, private information about her eating habits, medical history, and behaviors.
23 Unbeknownst to Plaintiff, LinkedIn was tracking her private activity on Noom’s Website using the
24 LinkedIn Insight Tag. LinkedIn used this software to track Plaintiff and intercept her
25 communications with Noom, including communications that contained confidential information

26 ² LINKEDIN, ABOUT, https://about.linkedin.com/?trk=homepage-basic_directory_aboutUrl.

27 ³ LINKEDIN, USER AGREEMENT, <https://www.linkedin.com/legal/user-agreement#dispute>

28 ⁴ *Id.*

related to her health, such as her weight loss profile, her biology & clinical eligibility, her eating habits & behavioral profile, and her holistic health profile. LinkedIn never received consent from Plaintiff or received permission to track or sell her data to advertisers. LinkedIn's acts and practices, as described herein, are an egregious breach of Plaintiff's privacy.

8. Defendant LinkedIn Corporation is a Delaware corporation with its principal place of business located in Sunnyvale, California. Defendant LinkedIn, at all times, knew that the incorporation of its software onto the Noom Website would result in its interception of confidential medical information. Defendant LinkedIn, as the creator of its software and the LinkedIn Insight Tag, knew that it intercepted users' interactions on the Website that incorporated its technology. Defendant LinkedIn is well aware of the dangers of incorporating such technology on websites that offer medical and health services but continues to do so because of the value of the data it intercepts.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this class action. This Court has personal jurisdiction over the parties because Defendant resides in California, Plaintiff submits to the jurisdiction of the Court, and because Defendant, at all times relevant hereto, has systematically and continually conducted, and continues to conduct, business in California.

10. Venue is proper in this Court pursuant to Civil Code §§ 395 and 395.5. Defendant conducts business in this County and throughout the State of California and its principal place of business is in this County.

FACTUAL ALLEGATIONS

A. LinkedIn's Platform and Business Tools

11. LinkedIn markets itself as "the world's largest professional network on the internet[.]"⁵ But LinkedIn is no longer simply a tool to help users find jobs or expand their professional network. LinkedIn has moved into the marketing and advertising space and boasts of its ability to allow potential advertisers to "[r]each 1 billion+ professionals around the world" via

⁵ LINKEDIN, WHAT IS LINKEDIN AND HOW CAN I USE IT?, <https://www.linkedin.com/help/linkedin/answer/a548441#>.

1 its Marketing Solutions services.⁶ Recently, LinkedIn was projected as being responsible for
 2 “roughly 0.9 percent of the global ad revenue” which included approximately \$5.91 billion in
 3 advertising revenue in 2022.⁷

4 12. According to LinkedIn, “[t]argeting is a foundational element of running a
 5 successful advertising campaign — [g]etting your targeting right leads to higher engagement, and
 6 ultimately, higher conversion rates.”⁸ Targeting refers to ensuring that advertisements are targeted
 7 to, and appear in front of, the target demographic for an advertisement. To that end, LinkedIn’s
 8 Marketing Solutions services allow potential advertisers to “[b]uild strategic campaigns” targeting
 9 specific users.⁹ LinkedIn’s “marketing solutions allow advertisers to select specific characteristics
 10 to help them reach their ideal audience. The ads [users] see on LinkedIn are then targeted to
 11 provide content relevant to [the users].”¹⁰

12 13. As a result of its activities and operation of the LinkedIn Insight Tag, LinkedIn is
 13 able to make extremely personal inferences about individuals’ demographics, intent, behavior,
 14 engagement, interests, buying decisions, and more.¹¹

15 14. The personal information and communications obtained by LinkedIn are used to
 16 fuel various services offered via LinkedIn’s Marketing Solutions including Ad Targeting, Matched
 17 Audiences, Audience Expansion, and LinkedIn Audience Network.¹²

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 19
 20 ⁶ LINKEDIN, MARKETING SOLUTIONS, <https://business.linkedin.com/marketing-solutions>.

21 ⁷ Valentina Dencheva, *LinkedIn annual ad revenue 2017-2027*, STATISTA (Dec. 12, 2023),
<https://www.statista.com/statistics/275933/linkedin-advertising-revenue>.

22 ⁸ LINKEDIN, REACH YOUR AUDIENCE: TARGETING ON LINKEDIN, p.3,
[https://business.linkedin.com/content/dam/me/business/en-us/marketing-](https://business.linkedin.com/content/dam/me/business/en-us/marketing-solutions/resources/pdfs/linkedin-targeting-playbook-v3.pdf)
 23 [solutions/resources/pdfs/linkedin-targeting-playbook-v3.pdf](https://business.linkedin.com/content/dam/me/business/en-us/marketing-solutions/resources/pdfs/linkedin-targeting-playbook-v3.pdf).

24 ⁹ LINKEDIN, *supra* note 5.

25 ¹⁰ LINKEDIN, LINKEDIN ADS AND MARKETING SOLUTIONS,
<https://www.linkedin.com/help/lms/answer/a421454>.

26 ¹¹ See LINKEDIN, MARKETING SOLUTIONS, [https://business.linkedin.com/marketing-](https://business.linkedin.com/marketing-solutions/audience)
 27 [solutions/audience](https://business.linkedin.com/marketing-solutions/audience) (“Target audiences through demographic marketing[.]” “Zero in on intent,
 behavior, engagement, interests, and more[.]” and “Reach the LinkedIn audience involved in the
 buying decision”).

28 ¹² See *id.*

1 15. Such information is extremely valuable to marketers and advertisers because the
2 inferences derived from users' personal information and communications allows marketers and
3 advertisers, including healthcare providers and insurance companies, to target potential
4 customers.¹³

5 16. For example, through the use of LinkedIn's Audience Network, marketers and
6 advertisers are able to expand their reach and advertise on sites other than LinkedIn to "reach
7 millions of professionals across multiple touchpoints."¹⁴ According to Broc Munro of Microsoft,
8 "[w]e gravitate towards social platforms like LinkedIn to achieve more targeted marketing
9 engagement. However, we know that our audiences don't spend all their time on social media.
10 LinkedIn Audience Network enables us to expand our reach to trusted sites while still respecting
11 our audience targeting. This increases the impact of our advertising."¹⁵

12 17. In July 2022, "LinkedIn Marketing Solutions surpassed \$5 billion in annual
13 revenue[.]"¹⁶ That figure is "expected to further grow to reach 10.35 billion U.S. dollars by
14 2027."¹⁷

15
16 ¹³ LINKEDIN, PRIVACY POLICY, <https://www.linkedin.com/legal/privacy-policy> ("We serve you
17 tailored ads both on and off our Services. We offer you choices regarding personalized ads, but you
18 cannot opt-out of seeing other ads."); LINKEDIN, ACCOUNT TARGETING,
19 <https://business.linkedin.com/marketing-solutions/ad-targeting> ("Target your ideal customer based
20 on traits like their job title, company name or industry, and by professional or personal interests");
21 LINKEDIN, EXAMPLES OF TRENDING AND BEST-IN-CLASS HEALTHCARE CAMPAIGNS AND CONTENT,
22 p.6, <https://business.linkedin.com/content/dam/me/business/en-us/marketing-solutions/healthcare-microsite/resources/lkin-lms-sales-healthcare-campaigns-trending-content-Jan2023.pdf> ("BD
23 zeroed in on the end-benefit with a 30 second video introducing their PIVO needle-free blood
24 collection device to potential customers."); LINKEDIN, HEALTHCARE SOCIAL MEDIA STRATEGIES FOR
25 2023, p.1, <https://business.linkedin.com/content/dam/me/business/en-us/marketing-solutions/healthcare-microsite/resources/hc-social-media-trends.pdf> (listing "potential customers"
26 as "Common audiences" for insurance sector).

27 ¹⁴ LINKEDIN, ACCOUNT TARGETING, <https://business.linkedin.com/marketing-solutions/ad-targeting>.

28 ¹⁵ LINKEDIN, LINKEDIN AUDIENCE NETWORK, <https://business.linkedin.com/marketing-solutions/native-advertising/linkedin-audience-network>.

¹⁶ *LinkedIn Business Highlights from Microsoft's FY22 Q4 Earnings*, LINKEDIN PRESSROOM (July 25, 2022), <https://news.linkedin.com/2022/july/linkedin-business-highlights-from-microsoft-s-fy22-q4earnings#:~:text=And%20LinkedIn%20Marketing%20Solutions%20surpassed,revenue%20for%20the%20first%20time.>

¹⁷ Dencheva, *supra* note 7.

1 18. According to LinkedIn, the LinkedIn Insight Tag is “[a] simple code snippet added
2 to [a] website [that] can help you optimize your campaigns, retarget your website visitors, and
3 learn more about your audiences.”¹⁸ LinkedIn represents that the LinkedIn Insight Tag “enable[s]
4 in-depth campaign reporting and unlock[s] valuable insights about your website visitors.”¹⁹

5 19. LinkedIn’s current iteration of its Insight Tag is a JavaScript-based code which
6 allows for the installation of its software.²⁰ A critical feature allows the LinkedIn Insight Tag to
7 track users, even when third-party cookies are blocked.²¹ LinkedIn “recommend[s] using the
8 JavaScript-based Insight Tag or Conversions API” because third-party cookie settings are being
9 deprecated across the industry.²² Embedding the JavaScript as a first-party cookie causes users’
10 browsers to treat the LinkedIn Insight Tag as though it is offered by the website being visited,
11 rather than by LinkedIn. Doing so ensures that the third-party cookie-blocking functions of
12 modern web browsers do not prevent LinkedIn from collecting data through its software.²³ Instead,
13 the LinkedIn Insight Tag is shielded with the same privacy exemptions offered to first-party
14 cookies.

15 20. When a user who has signed in to LinkedIn (even if the user subsequently logs out)
16 is browsing a website where the LinkedIn Insight Tag has been embedded, an HTTP request is sent
17 using cookies, which includes information about the user’s actions on the website.

18 21. These cookies also include data that differentiate users from one another and can be
19 used to link the data collected to the user’s LinkedIn profile.

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23 ¹⁸ LINKEDIN, INSIGHT TAG, <https://business.linkedin.com/marketing-solutions/insight-tag>.

24 ¹⁹ LINKEDIN, LINKEDIN INSIGHT TAG FAQs, <https://www.linkedin.com/help/lms/answer/a427660>.

25 ²⁰ LINKEDIN, *supra* note 17.

26 ²¹ *Id.* (“It’s important for advertisers to prepare for these changes by switching to JavaScript tags
27 and enabling ‘enhanced conversion tracking’ in the Insight Tag settings to continue capturing
28 signals where 3rd party cookies are blocked.”).

²² *See id.*

²³ *See id.*

22. The HTTP request about an individual who has previously signed into LinkedIn includes requests from the “li_sugr” and “lms_ads” cookies. Each of these cookies are used by LinkedIn “to identify LinkedIn Members off LinkedIn” for advertising purposes.²⁴

23. For example, the “li_sugr” cookie is “[u]sed to make a probabilistic match of a user’s identity.”²⁵ Similarly, the “lms_ads” cookie is “[u]sed to identify LinkedIn Members off LinkedIn for advertising.”²⁶

24. A LinkedIn profile contains information including an individual’s first and last name, place of work, contact information, and other personal details. Based on information it obtains through the LinkedIn Insight Tag, Defendant LinkedIn is able to target its account holders for advertising.

25. LinkedIn never receives consent from users to intercept and collect electronic communications containing their sensitive and unlawfully disclosed information. In fact, LinkedIn expressly warrants the opposite.

26. When first signing up, a user agrees to the User Agreement.²⁷ By using or continuing to use LinkedIn’s Services, users agree to two additional agreements: the Privacy Policy²⁸ and the Cookie Policy.²⁹ For California residents, LinkedIn also publishes a California Privacy Disclosure.³⁰

27. LinkedIn’s Privacy Policy begins by stating that “LinkedIn’s mission is to connect the world’s professionals Central to this mission is our commitment to be transparent about the data we collect about you, how it is used and with whom it is shared.”³¹

²⁴ LINKEDIN, LINKEDIN COOKIE TABLE, <https://www.linkedin.com/legal/l/cookie-table>.

²⁵ *See id.*

²⁶ *See id.*

²⁷ LINKEDIN, USER AGREEMENT, <https://www.linkedin.com/legal/user-agreement>.

²⁸ LINKEDIN, PRIVACY POLICY, <https://www.linkedin.com/legal/privacy-policy>.

²⁹ LINKEDIN, COOKIE POLICY, <https://www.linkedin.com/legal/cookie-policy>.

³⁰ LINKEDIN, CALIFORNIA PRIVACY DISCLOSURE, <https://www.linkedin.com/legal/california-privacy-disclosure>.

³¹ LINKEDIN, PRIVACY POLICY, <https://www.linkedin.com/legal/privacy-policy>.

28. The Privacy Policy goes on to describe what data LinkedIn collects from various sources, including cookies and similar technologies.³² LinkedIn states “we use cookies and similar technologies (e.g., pixels and ad tags) to collect data (e.g., device IDs) to recognize you and your device(s) on, off and across different services and devices where you have engaged with our Services. We also allow some others to use cookies as described in our Cookie Policy.”³³

29. However, LinkedIn offers an express representation: “**We will only collect and process personal data about you where we have lawful bases.**”³⁴

30. Despite this explicit representation, LinkedIn intentionally intercepts and receives sensitive information in violation of state and federal privacy laws due to the value of the data.

31. Users never choose to provide sensitive information to LinkedIn because, among other reasons, they never know whether a particular website uses the LinkedIn Insight Tag, and, if so, what sensitive personal data it collects.

B. How LinkedIn Intercepted Plaintiff’s and Class Members’ Protected Health Information

32. Noom is a digital health company that helps connect consumers with clinicians to meet their weight-loss goals. Upon entering the Website, Noom warrants that it provides “trusted, proven, sustainable weight loss.”³⁵

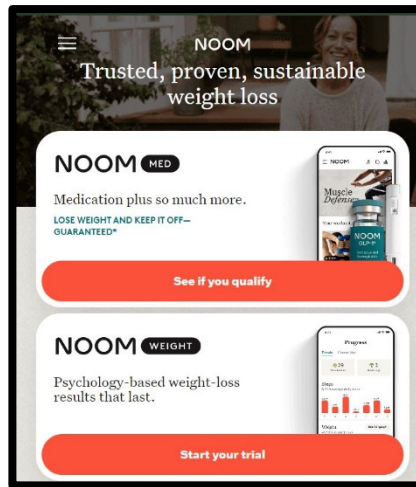
33. Noom provides prospective customers two options, Noom Med and Noom Weight. Noom Med is a medication-based weight loss program, and Noom Weight is a psychology-based weight loss program. *See* Figure 1.

³² *Id.*

³³ *Id.*

³⁴ *Id.* (emphasis added).

³⁵ NOOM, <https://www.noom.com/>

Figure 1:

34. To begin, consumers must provide Noom with certain information to determine their eligibility for using Noom services including, but not limited to, their name, age range, current weight, their target weight, and existing health conditions, as well as their stress levels and sleep habits.

35. Unbeknownst to consumers, LinkedIn was tracking their activity the moment they entered the Noom Website.

36. For example, the LinkedIn Insight Tag was embedded on the Website, which allowed LinkedIn to intercept and record “click” events. Click events detail information about which page on the Website the consumer was viewing as well as the selections they were making.

37. Through the LinkedIn Insight Tag, Defendant intercepted consumers confidential information related to their weight loss questionnaires in order to monetize that data for targeted advertising. *See, e.g.*, Figures 2-3.

Figure 2:

← CLINICAL WEIGHT LOSS PROFILE

Are you pregnant?

Yes

No, but I am currently nursing

No, but I'm planning to be within the next 6 months

No

38. Once a prospective customer enters their private information and clicks a response to complete the survey, the information from the respective question and response is transmitted to Noom, and simultaneously intercepted by LinkedIn through the LinkedIn Insight Tag. *See Figure 3.*

Figure 3:

```

LinkedIn - pregnant
https://px.ads.linkedin.com/wa/
Wed Sep 18 12:57:48 EDT 2024
{
  "pids": [35076],
  "scriptVersion": 172,
  "time": 1726678668569,
  "domain": "noom.com",
  "url": "https://noom.com/survey/pregnant?route=clinical&utm_medium=none&utm_source=direct",
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",
  "websiteSignalRequestId": "3f540dd0-9f7d-89fa-f5f5-65314daa51cc",
  "isTranslated": false,
  "iFatId": "",
  "iGiant": "",
  "misc": {
    "psbState": -4
  },
  "isLinkedInApp": false,
  "hem": null,
  "signalType": "CLICK",
  "href": "",
  "domAttributes": {
    "elementSemanticType": null,
    "elementValue": null,
    "elementType": "button",
    "tagName": "BUTTON",
    "backgroundImageSrc": null,
    "imageSrc": null,
    "imageAlt": null,
    "innerText": "No, but I'm planning to be within the next 6 months",
    "elementTitle": null,
    "cursor": "pointer",
    "formAction": null,
    "isFormSubmission": false
  }
}

```

39. The questionnaire on the Noom Website asks several questions related to private, confidential health information in order to develop a weight loss plan or provide weight loss medication to consumers. Through the LinkedIn Insight Tag, Defendant intercepts all responses entered by consumers, as shown below.

Figure 4:

← CLINICAL WEIGHT LOSS PROFILE

Have you taken weight loss medication before?

Yes

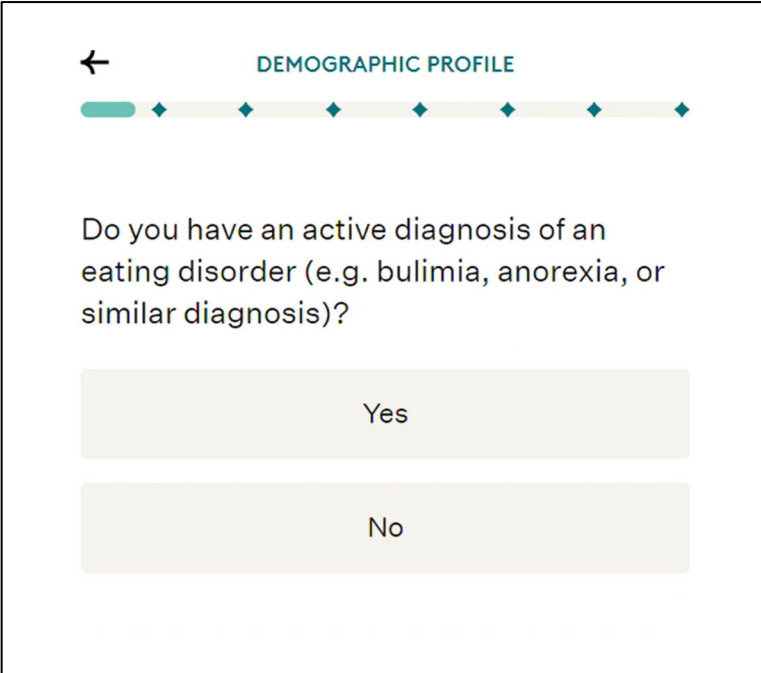
I am currently taking weight loss medication

No, I have not

Figure 5:

LinkedIn - previous medication
<https://px.ads.linkedin.com/wa/>
 Wed Sep 18 13:02:09 EDT 2024

```
{
  "pids": [35076],
  "scriptVersion": 172,
  "time": 1726678929765,
  "domain": "noom.com",
  "url": "https://noom.com/survey/previousMedication:Compounded?route=clinical&utm_medium=none&utm_source=direct",
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",
  "websiteSignalRequestId": "4b8b5d13-58be-c5b1-0363-3a88de095b29",
  "isTranslated": false,
  "liFatId": "",
  "liGiant": "",
  "misc": {
    "psbState": -4
  },
  "isLinkedInApp": false,
  "hem": null,
  "signalType": "CLICK",
  "href": "",
  "domAttributes": {
    "elementSemanticType": null,
    "elementValue": null,
    "elementType": "button",
    "tagName": "BUTTON",
    "backgroundImageSrc": null,
    "imageSrc": null,
    "imageAlt": null,
    "innerText": "I am currently taking weight loss medication",
    "elementTitle": null,
    "cursor": "pointer",
    "formAction": null,
    "isFormSubmission": false
  }
}
```

Figure 6:


← DEMOGRAPHIC PROFILE

Do you have an active diagnosis of an eating disorder (e.g. bulimia, anorexia, or similar diagnosis)?

Yes

No

Figure 7:

```

LinkedIn – eating disorder
https://px.ads.linkedin.com/wa
Tue Oct 08 11:26:09 EDT 2024
{
  "pids": [35076],
  "scriptVersion": 172,
  "time": 1728401169663,
  "domain": "noom.com",
  "url": "https://noom.com/survey/eatingDisorderPreConfirmation?
route=_direct&utm_medium=none&utm_source=direct",
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",
  "websiteSignalRequestId": "74f37ca4-d4d1-2848-bd7a-7ff52ed3db45",
  "isTranslated": false,
  "liFatId": "",
  "liGiant": "",
  "misc": {
    "psbState": -4
  },
  "isLinkedInApp": false,
  "hem": null,
  "signalType": "CLICK",
  "href": "",
  "domAttributes": {
    "elementSemanticType": null,
    "elementValue": null,
    "elementType": "button",
    "tagName": "BUTTON",
    "backgroundImageSrc": null,
    "imageSrc": null,
    "imageAlt": null,
    "innerText": "Yes",
    "elementTitle": null,
    "cursor": "pointer",
    "formAction": null,
    "isFormSubmission": false
  }
}

```

Figure 8:

The image shows a mobile application interface for a 'DEMOGRAPHIC PROFILE'. At the top, there is a back arrow and the title 'DEMOGRAPHIC PROFILE'. Below the title is a progress bar with seven diamond markers; the first marker is filled, indicating the current step. The main question is 'Are you at risk of any of the following?'. Below this question are seven list items, each with an unchecked checkbox and a label: 'High Blood Pressure', 'Diabetes', 'High Cholesterol', 'Insomnia', 'Osteoarthritis', 'Depression', and 'Other'. At the bottom of the list is a final option with an unchecked checkbox labeled 'None'.

← DEMOGRAPHIC PROFILE

Are you at risk of any of the following?

☐ High Blood Pressure

☐ Diabetes

☐ High Cholesterol

☐ Insomnia

☐ Osteoarthritis

☐ Depression

☐ Other

☐ None

Figure 9:

```

LinkedIn - risks insomnia
https://px.ads.linkedin.com/wa
Wed Sep 18 13:03:33 EDT
{
  "pids": [35076],
  "scriptVersion": 172,
  "time": 1726679013337,
  "domain": "noom.com"
  "url": "https://noom.com/survey/currentHealthRisk?route=_direct&utm_medium=none&utm_source=direct",
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",
  "websiteSignalRequestId": "9ff0a412-2735-c000-8715-4f152a9f1a92",
  "isTranslated": false,
  "liFatId": "",
  "liGiant": "",
  "misc": {
    "psbState": -4
  },
  "isLinkedInApp": false,
  "hem": null,
  "signalType": "CLICK",
  "href": "",
  "domAttributes": {
    "elementSemanticType": null,
    "elementValue": null,
    "elementType": "checkbox",
    "tagName": "INPUT",
    "backgroundImageSrc": null,
    "imageSrc": null,
    "imageAlt": null,
    "innerText": "",
    "elementTitle": null,
    "cursor": "pointer",
    "formAction": null,
    "isFormSubmission": false
  },
  "tagName": "form",
  "nthChild": 0,
  "classes": ["css-1e3x24n"],
  "attributes": {
    "data-cy": "question",
    "data-cy-question": "currentHealthRisk"
  }
  "tagName": "input",
  "nthChild": 0,
  "classes": ["css-mpb2vj", "e14ie1z61"],
  "attributes": {
    "type": "checkbox",
    "data-cy": "insomnia"
  }
}

```

Figure 10:

← HOLISTIC HEALTH & WEIGHT LOSS

Which of the following best describes the stage you're in?

- Not experiencing menopause/menopause symptoms
- Perimenopause (may experience some symptoms)
- Menopause
- Post-menopause
- Prefer not to say / unsure

Figure 11:

```

LinkedIn - menopause
https://px.ads.linkedin.com/wa/
Wed Sep 18 13:08:49 EDT 2024
{
  "pids": [35076],
  "scriptVersion": 172,
  "time": 1726679329659,
  "domain": "noom.com",
  "url": "https://noom.com/payment/survey/menopauseStatus?route=_direct&utm_medium=none&utm_source=direct",
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",
  "websiteSignalRequestId": "6bd65871-1d2f-86f4-5986-ee73f5b70e46",
  "isTranslated": false,
  "liFatId": "",
  "liGiant": "",
  "misc": {
    "psbState": -4
  },
  "isLinkedInApp": false,
  "bem": null,
  "signalType": "CLICK",
  "href": "",
  "domAttributes": {
    "elementSemanticType": null,
    "elementValue": null,
    "elementType": "button",
    "tagName": "BUTTON",
    "backgroundImageSrc": null,
    "imageSrc": null,
    "imageAlt": null,
    "innerText": "Not experiencing menopause/menopause symptoms",
    "elementTitle": null,
    "cursor": "pointer",
    "formAction": null,
    "isFormSubmission": false
  }
}

```

Figure 12:

← HOLISTIC HEALTH & WEIGHT LOSS

✓ ✓ ✓ ✓ ✓

STRESS AND EMOTIONAL WELLNESS 1/3

On a weekly basis, how often do you feel stressed/overwhelmed?

Very often

Somewhat often

Somewhat infrequently

Very infrequently

Figure 13:

```

LinkedIn - stress how often
https://px.ads.linkedin.com/wa/
Wed Sep 18 13:09:09 EDT 2024
{
  "pids": [35076],
  "scriptVersion": 172,
  "time": 1726679349346,
  "domain": "noom.com",
  "url": "https://noom.com/payment/survey/nm-bundle/stressHowOften?",
  route=_direct&utm_medium=none&utm_source=direct",
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",
  "websiteSignalRequestId": "2cfd9bef-d402-8c48-e38f-20ac409c294a",
  "isTranslated": false,
  "iFatId": "",
  "iGiant": "",
  "misc": {
    "psbState": -4
  },
  "isLinkedInApp": false,
  "bem": null,
  "signalType": "CLICK",
  "href": "",
  "domAttributes": {
    "elementSemanticType": null,
    "elementValue": null,
    "elementType": "button",
    "tagName": "BUTTON",
    "backgroundImageSrc": null,
    "imageSrc": null,
    "imageAlt": null,
    "innerText": "Very often",
    "elementTitle": null,
    "cursor": "pointer",
    "formAction": null,
    "isFormSubmission": false
  }
}

```

Figure 14:

← HOLISTIC HEALTH & WEIGHT LOSS

✓ ✓ ✓ ✓ ✓ 2/3

STRESS AND EMOTIONAL WELLNESS 2/3

Please select any of the following things you might do if you're feeling stressed or overwhelmed:

- ☒ Eat sugary snacks or junk food
- ☒ Drink alcohol
- ☐ Exercise
- ☐ Breathing or meditation
- ☐ Nothing
- ☐ I don't get stressed or overwhelmed

Figures 15 and 16:

```

LinkedIn – stress coping mechanism drink alcohol
https://px.ads.linkedin.com/wa
Wed Sep 18 13:09:13 EDT 2024
{
  "pids": [35076],
  "scriptVersion": 172,
  "time": 1726679353943,
  "domain": "noom.com",
  "url": "https://noom.com/payment/survey/nm-bundle/stressCopingMechanisms?
route=direct&utm_medium=none&utm_source=direct",
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",
  "websiteSignalRequestId": "ca774e07-7f34-e6bc-5469-62bb3bdd7e78",
  "isTranslated": false,
  "liFatId": "",
  "liGiant": "",
  "misc": {
    "psbState": -4
  },
  "isLinkedInApp": false,
  "hem": null,
  "signalType": "CLICK",
  "href": "",
  "domAttributes": {
    "elementSemanticType": null,
    "elementValue": null,
    "elementType": "checkbox",
    "tagName": "INPUT",
    "backgroundImageSrc": null,
    "imageSrc": null,
    "imageAlt": null,
    "innerText": "",
    "elementTitle": null,
    "cursor": "pointer",
    "formAction": null,
    "isFormSubmission": false
  }, {
    "tagName": "form",
    "nthChild": 1,
    "classes": ["css-1e3x24n"],
    "attributes": {
      "data-cy": "question",
      "data-cy-question": "stressCopingMechanisms"
    }, {
      "tagName": "input",
      "nthChild": 0,
      "classes": ["css-mpb2vj", "e14ie1z61"],
      "attributes": {
        "type": "checkbox",
        "data-cy": "drinkAlcohol"
      }
    }
  }
}

```

```

"tagName": "form",
"nthChild": 1,
"classes": ["css-1e3x24n"],
"attributes": {
  "data-cy": "question",
  "data-cy-question": "stressCopingMechanisms",
  "data-gtm-form-interact-id": "1"
}, {
  "tagName": "input",
  "nthChild": 0,
  "classes": ["css-mpb2vj", "e14ie1z61"],
  "attributes": {
    "type": "checkbox",
    "data-cy": "eatJunkFood"
  }
}

```


Figure 17:

← HOLISTIC HEALTH & WEIGHT LOSS

✓ ✓ ✓ ✓ ✓ 3/3

STRESS AND EMOTIONAL WELLNESS

How much does your weight affect your self-esteem and the way you feel about yourself?

A lot

Somewhat

Not much

Not at all

Figure 18:

```

LinkedIn - stress self esteem
https://px.ads.linkedin.com/wa/
Wed Sep 18 13:09:21 EDT 2024
{
  "pids": [35076],
  "scriptVersion": 172,
  "time": 1726679361818,
  "domain": "noom.com",
  "url": "https://noom.com/payment/survey/nm-bundle/stressAffectSelfEsteem?",
  route= direct&utm_medium=none&utm_source=direct",
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",
  "websiteSignalRequestId": "a24f492f-10e7-a8f5-f622-746957e5efd7",
  "isTranslated": false,
  "liFatId": "",
  "liGiant": "",
  "misc": {
    "psbState": -4
  },
  "isLinkedInApp": false,
  "hem": null,
  "signalType": "CLICK",
  "href": "",
  "domAttributes": {
    "elementSemanticType": null,
    "elementValue": null,
    "elementType": "button",
    "tagName": "BUTTON",
    "backgroundImageSrc": null,
    "imageSrc": null,
    "imageAlt": null,
    "innerText": "A lot",
    "elementTitle": null,
    "cursor": "pointer",
    "formAction": null,
    "isFormSubmission": false
  }
}

```


1 48. Common questions of law and fact exist as to all putative Class members and
2 predominate over questions affecting only individual Class members. Common legal and factual
3 questions include, but are not limited to:

- 4 a. Whether LinkedIn's conduct violates the California Invasion of Privacy Act,
5 Cal. Penal Code § 630, *et seq.*;
- 6 b. Whether LinkedIn learned the contents of Plaintiff's and Class members'
7 communications with Noom;
- 8 c. Whether LinkedIn used the information it learned from the contents of
9 Plaintiff's and Class members' communications with Noom; and
- 10 d. Whether LinkedIn intentionally used an electronic amplifying or recording
11 device to eavesdrop or record Plaintiff's and Class members' confidential
12 communications with Noom without the Plaintiff's and Class members' consent.

13 49. Plaintiff's claims are typical of the claims of the members of the Class as all
14 members of the Class are similarly affected by Defendant's wrongful conduct. Plaintiff has no
15 interests antagonistic to the interests of the other members of the Class. Plaintiff and all members
16 of the Class have sustained economic injury arising out of Defendant's violations of statutory law
17 as alleged herein.

18 50. Plaintiff is an adequate representative of the Class because her interests do not
19 conflict with the interests of the putative Class members she seeks to represent, she has retained
20 counsel competent and experienced in prosecuting class actions, and she intends to prosecute this
21 action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff
22 and her counsel.

23 51. The class mechanism is superior to other available means for the fair and efficient
24 adjudication of the claims of Plaintiff and the putative members of the Class. Each individual
25 Class member may lack the resources to undergo the burden and expense of individual prosecution
26 of the complex and extensive litigation necessary to establish Defendant's liability. Individualized
27 litigation increases the delay and expense to all parties and multiplies the burden on the judicial
28 system presented by the complex legal and factual issues of this case. Individualized litigation also

1 presents potential for inconsistent or contradictory judgments. In contrast, the class action device
2 presents far fewer management difficulties and provides the benefits of single adjudication,
3 economy of scale, and comprehensive supervision by a single court on the issue of Defendant's
4 liability. Class treatment of the liability issues will ensure that all claims are consistently
5 adjudicated.

6 52. California law applies to the entirety of the Class. California's substantive laws
7 apply to every member of the Class, regardless of where in the United States the Class member
8 resides. Defendant's own User Agreement explicitly states that "[i]n the unlikely event we end up
9 in a legal dispute . . . you and LinkedIn agree to resolve it in California courts using California
10 law[.]"³⁶ By choosing California law for the resolution of disputes covered by its User
11 Agreement, LinkedIn concedes that it is appropriate for this Court to apply California law to the
12 instant dispute to all Class members. Further, California's substantive laws may be constitutionally
13 applied to the claims of Plaintiff and the Class members under the Due Process Clause, see U.S.
14 Const. amend. XIV, § 1, and the Full Faith and Credit Clause. *See* U.S. Const. art. IV, § 1, of the
15 U.S. Constitution. California has significant contact, or significant aggregation of contacts, the
16 claims asserted by the Plaintiff and all Class members thereby creating state interests that ensure
17 that the choice of California state law is not arbitrary or unfair. Defendant's decision to reside in
18 California and avail itself of California's laws, and to engage in the challenged conduct from and
19 emanating out of California, renders the application of California law to the claims herein
20 constitutionally permissible. The application of California laws to the Class is also appropriate
21 under California's choice of law rules because California has significant contacts to the claims of
22 Plaintiff and the proposed Class and California has the greatest interest in applying its laws here.

23 53. Plaintiff reserves the right to revise the foregoing class allegations and definitions
24 based on facts learned and legal developments following additional investigation, discovery, or
25 otherwise.

26
27
28 ³⁶ LINKEDIN, USER AGREEMENT, note 2.

COUNT I**Violation of the California Invasion of Privacy Act,
Cal. Penal Code § 631**

54. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein and brings this count individually and on behalf of the members of the Class against Defendant.

55. The California Invasion of Privacy Act (the “CIPA”) is codified at California Penal Code Sections 630 to 638. The CIPA begins with its statement of purpose—namely, that the purpose of the CIPA is to “protect the right of privacy of the people of [California]” from the threat posed by “advances in science and technology [that] have led to the development of new devices and techniques for the purpose of eavesdropping upon private communications . . .” Cal. Penal Code § 630.

56. A person violates California Penal Code Section 631(a), if:

by means of any machine, instrument, or contrivance, or in any other manner, [s/he] intentionally taps, or makes any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any telegraph or telephone wire, line, cable, or instrument, including the wire, line, cable, or instrument of any internal telephonic communication system, or [s/he] willfully and without the consent of all parties to the communication, or in any unauthorized manner, reads, or attempts to read, or to learn the contents or meaning of any message, report, or communication while the same is in transit or passing over any wire, line, or cable, or is being sent from, or received at any place within this state; or [s/he] uses, or attempts to use, in any manner, or for any purpose, or to communicate in any way, any information so obtained . . .³⁷

57. To avoid liability under section 631(a), a defendant must show it had the consent of all parties to a communication.

58. At all relevant times, LinkedIn tracked and intercepted Plaintiff’s and Class members’ internet communications while using www.noom.com to determine their eligibility for Noom’s weight loss services. These communications were intercepted without the authorization and consent of Plaintiff and Class members.

³⁷ Cal. Penal Code § 631(a).

1 59. Through these interceptions, LinkedIn intended to learn some meaning of the
2 content the visitors requested.

3 60. The following items constitute “machine[s], instrument[s], or contrivance[s]” under
4 the CIPA, and even if they do not, the LinkedIn Insight Tag fall under the broad catch-all category
5 of “any other manner”:

- 6 a. The computer codes and programs LinkedIn used to track Plaintiff and Class
7 members’ communications while they were navigating www.noom.com;
- 8 b. Plaintiff’s and Class members’ browsers;
- 9 c. Plaintiff’s and Class members’ computing and mobile devices;
- 10 d. LinkedIn’s web and ad servers;
- 11 e. The web and ad servers from which LinkedIn tracked and intercepted Plaintiff’s and
12 Class members’ communications while they were using a web browser to access or
13 navigate www.noom.com;
- 14 f. The computer codes and programs used by LinkedIn to effectuate its tracking and
15 interception of Plaintiff’s and Class members’ communications while they were
16 using a browser to visit www.noom.com; and
- 17 g. The plan LinkedIn carried out to effectuate its tracking and interception of
18 Plaintiff’s and Class members’ communications while they were using a web
19 browser or mobile device to visit www.noom.com.

20 61. At all relevant times, LinkedIn, though the LinkedIn Insight Tag, intentionally
21 tapped or made unauthorized connections with, the lines of internet communications between
22 Plaintiff and Class members and the Noom Website without the consent of all parties to the
23 communication.

24 62. LinkedIn, willfully and without the consent of Plaintiff and Class members, read or
25 attempted to read, or learn the contents or meaning of Plaintiff’s and Class members’
26 communications to Noom while the communications are in transit or passing over any wire, line or
27 able, or were being received at any place within California when it intercepted Plaintiff’s and Class
28 members’ communications and data with Noom.

63. LinkedIn used or attempted to use the communications and information they received through their tracking technology, including to supply advertising services.

64. The confidential information intercepted through the LinkedIn Insight Tag, including but not limited to pre-existing health conditions, constituted protected health information.

65. As a result of the above violations, Defendant is liable to Plaintiff and other Class members in the amount of \$5,000 dollars per violation or three times the amount of actual damages, whichever is greater. Additionally, California Penal Code Section 637.2 specifically states that “[it] is not a necessary prerequisite to an action pursuant to this section that the plaintiff has suffered, or be threatened with, actual damages.”

66. Under the CIPA, Defendant is also liable for reasonable attorney’s fees, and other litigation costs, injunctive and declaratory relief, and punitive damages in an amount to be determined by a jury, but sufficient to prevent the same or similar conduct by Defendant in the future.

COUNT II
Violation of the California Invasion of Privacy Act,
Cal. Penal Code § 632

67. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein and brings this count individually and on behalf of the members of the Class against Defendant.

68. Cal. Penal Code § 632 prohibits “intentionally and without the consent of all parties to a confidential communication,” the “use[] [of] an electronic amplifying or recording device to eavesdrop upon or record the confidential communication.”

69. Section 632 defines “confidential communication” as “any communication carried on in circumstances as may reasonably indicate that any party to the communication desires it to be confined to the parties thereto[.]”

70. Plaintiff’s and Class members’ communications to Noom, including their sensitive personal and health information, such as information related to pre-existing health conditions, were

1 confidential communications for purposes of § 632, because Plaintiff and Class members had an
2 objectively reasonable expectation of privacy in this data.

3 71. Plaintiff and Class members expected their communications to Noom to be confined
4 to Noom in part, due to the protected nature of the health information at issue. Plaintiff and Class
5 members did not expect third parties, like LinkedIn, to secretly eavesdrop upon or record this
6 confidential information and their communications.

7 72. LinkedIn's tracking technology, i.e., the LinkedIn Insight Tag, are all electronic
8 amplifying or recording devices for purposes of § 632.

9 73. By contemporaneously intercepting and recording Plaintiff's and Class members'
10 confidential communications to Noom through this technology, LinkedIn eavesdropped and/or
11 recorded confidential communications through an electronic amplifying or recording device in
12 violation of § 632 of CIPA.

13 74. At no time did Plaintiff or Class members consent to LinkedIn's conduct, nor could
14 they reasonably expect that their communications to Noom would be overheard or recorded by
15 LinkedIn.

16 75. LinkedIn utilized Plaintiff's and Class members' sensitive personal and health
17 information for its own purposes, including for targeted advertising.

18 76. Plaintiff and Class members seek statutory damages in accordance with § 637.2(a)
19 which provides for the greater of: (1) \$5,000 per violation; or (2) three times the amount of
20 damages sustained by Plaintiff and the Class in an amount to be proven at trial, as well as
21 injunctive or other equitable relief.

22 77. Plaintiff and Class members have also suffered irreparable injury from these
23 unauthorized acts. Plaintiff's and Class members' sensitive data has been collected, viewed,
24 accessed, stored, by LinkedIn, have not been destroyed, and due to the continuing threat of such
25 injury, have no adequate remedy at law. Plaintiff and Class members are accordingly entitled to
26 injunctive relief.

COUNT III

Invasion of Privacy Under California's Constitution

78. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein and brings this count individually and on behalf of the members of the Class against Defendant.

79. Plaintiff and Class members have an interest in: (1) precluding the dissemination and/or misuse of their sensitive, confidential communications and protected health information; and (2) making personal decisions and/or conducting personal activities without observation, intrusion, or interference, including, but not limited to, the right to visit and interact with various internet sites without being subjected to wiretaps without Plaintiff's and Class members' knowledge or consent.

80. At all relevant times, by using the LinkedIn Insight Tag to record and communicate consumers' personal identifiers alongside their confidential medical communications, Defendant intentionally invaded Plaintiff's and Class members' privacy rights under the California Constitution.

81. Plaintiff and Class members had a reasonable expectation that their communications, identities, health information, and other data would remain confidential, and that Defendant would not intercept such information communicated on www.noom.com.

82. Plaintiff and Class members did not authorize Defendant to record and transmit Plaintiff's and Class members' private medical communications alongside their personally identifiable and health information.

83. This invasion of privacy was serious in nature, scope, and impact because it related to consumers' private medical communications. Moreover, it constituted an egregious breach of the societal norms underlying the privacy right.

84. Accordingly, Plaintiff and Class members seek all relief available for invasion of privacy under the California Constitution.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- A. For a determination that this action is a proper class action;
- B. For an order certifying the Class, naming Plaintiff as representative of the Class, and naming Plaintiff's attorneys as Class Counsel to represent the Class;
- C. For an order declaring that Defendant's conduct violated the statutes referenced herein;
- D. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- E. For an award of compensatory damages, including statutory damages where available, to Plaintiff and the Class members against Defendant for all damages sustained as a result of Defendant's wrongdoing, in an amount to be proven at trial;
- F. For punitive damages, as warranted, in an amount to be determined at trial;
- G. For an order requiring Defendant to disgorge revenues and profits wrongfully obtained;
- H. For prejudgment interest on all amounts awarded;
- I. For injunctive relief as pleaded or as the Court may deem proper;
- J. For an order awarding Plaintiff and the Class their reasonable attorneys' fees and expenses and costs of suit; and
- K. For an order granting Plaintiff and Class members such further relief as the Court deems appropriate.

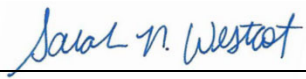
DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the proposed Class, demands a trial by jury for all of the claims asserted in this Complaint so triable.

1 Dated: October 22, 2024

Respectfully submitted,

2 **BURSOR & FISHER, P.A.**

3 By: 

4 Sarah N. Westcot (State Bar No. 264916)
5 701 Brickell Ave., Suite 2100
6 Miami, FL 33131-2800
7 Telephone: (305) 330-5512
8 Facsimile: (305) 676-9006
9 Email: swestcot@bursor.com

Counsel for Plaintiff

Exhibit B

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
 LINKEDIN CORPORATION,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
 L.W.A., individually and on behalf of all others similarly situated,

FOR COURT USE ONLY
 (SOLO PARA USO DE LA CORTE)

E-FILED
 10/22/2024 4:43 PM
 Clerk of Court
 Superior Court of CA,
 County of Santa Clara
 24CV450084
 Reviewed By: M. Suarez
 Envelope: 17050403

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
 (El nombre y dirección de la corte es): Superior Court of the State of California
 County of Santa Clara. 191 North First Street, San Jose, CA 95113

CASE NUMBER:
 (Número del Caso): 24CV450084

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
 Sarah N. Westcot, Bursor & Fisher, P.A., 701 Brickell Avenue, Suite 2100, Miami, FL 33131, Tel.: (305) 330-5512

DATE: 10/22/2024 4:43 PM Clerk, by M. Suarez, Deputy
 (Fecha) 10/22/2024 4:43 PM Clerk of Court (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): LinkedIn Corporation
 under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

Exhibit C

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sarah N. Westcot (State Bar No. 264916) Bursor & Fisher, P.A., 701 Brickell Avenue, Suite 2100, Miami, FL 33131		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 10/22/2024 4:43 PM Reviewed By: M. Suarez Case #24CV450084 Envelope: 17050403	
TELEPHONE NO.: (305) 330-5512 FAX NO.: (305) 676-9006 EMAIL ADDRESS: swestcot@bursor.com ATTORNEY FOR (Name): Plaintiff L.W.A.			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME:			
CASE NAME: L.W.A. v. LinkedIn Corporation			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 24CV450084
		JUDGE: DEPT.:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Three
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 22, 2024

Sarah N. Westcot

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Exhibit D

Attorney or Party without Attorney: Sarah N. Westcot (SBN 264916) BURSOR & FISHER, P.A. 701 BRICKELL AVENUE SUITE 1420 MIAMI, FL 33131 Telephone No: 305-330-5512 Attorney For: Plaintiff				For Court Use Only R. Fleming Electronically Filed by Superior Court of CA, County of Santa Clara, on 10/30/2024 4:20 PM Reviewed By: R. Fleming Case #24CV450084 Envelope: 17145637	
Insert name of Court, and Judicial District and Branch Court: SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF SANTA CLARA					
Plaintiff: L.W.A., individually and on behalf of all others similarly situated Defendant: LINKEDIN CORPORATION					
PROOF OF SERVICE SUMMONS		Hearing Date:	Time:	Dept/Div:	Case Number: 24CV450084

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CIVIL LAWSUIT NOTICE; ADR INFORMATION SHEET
3.
 - a. Party served: LINKEDIN CORPORATION
 - b. Person served: KOY SAECHAO, CSC LAWYERS INCORPORATING SERVICE, REGISTERED AGENT FOR SERVICE OF PROCESS
4. Address where the party was served: 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA 95833
5. I served the party:
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): Mon, Oct 28 2024 (2) at (time): 01:50 PM
 - (1) ☒ (business)
 - (2) ☐ (home)
 - (3) ☐ (other) :
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - a. ☐ as an individual defendant.
 - b. ☐ as the person sued under the fictitious name of (specify):
 - c. ☐ as occupant.
 - d. ☒ On behalf of (specify): LINKEDIN CORPORATION
 under the following Code of Civil Procedure section:

<input checked="" type="checkbox"/> 416.10 (corporation)	<input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock company/association)	<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
<input type="checkbox"/> other:	



Plaintiff: L.W.A., individually and on behalf of all others similarly situated
 Defendant: LINKEDIN CORPORATION

Case Number:
 24CV450084

Recoverable cost Per CCP 1033.5(a)(4)(B)

7. Person who served papers

- a. Name: Nancy Graddy
 b. Address: FIRST LEGAL
 1939 HARRISON STREET, SUITE 818
 OAKLAND, CA 94612
 c. Telephone number: (415) 626-3111
 d. The fee for service was: 223.78
 e. I am:
 (1) ☐ not a registered California process server.
 (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
 (3) ☒ a registered California process server:
 (i) ☐ owner ☐ employee ☒ independent contractor
 (ii) Registration No: 04-010, Placer County
 (iii) County: Placer

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/28/2024

(Date)

N. Graddy

Nancy Graddy



Judicial Council Form POS-010
 Rule 2.150.(a)&(b) Rev January 1, 2007

PROOF OF
 SERVICE
 SUMMONS

12071200
 (6145059)
 Page 2 of 2

Exhibit E

1 KEKER, VAN NEST & PETERS LLP
2 BENJAMIN BERKOWITZ - # 244441
3 bberkowitz@keker.com
4 MATAN SHACHAM - # 262348
5 mshacham@keker.com
6 CHRISTINA LEE - # 314339
7 clee@keker.com
8 SPENCER MCMANUS - # 322824
9 smcmanus@keker.com
10 ROBYN PARISER - # 335017
11 rpariser@keker.com
12 JONHATAN A. ARAGON - # 338756
13 jaragon@keker.com
14 633 Battery Street
15 San Francisco, CA 94111-1809
16 Telephone: 415 391 5400
17 Facsimile: 415 397 7188

18 Attorneys for Plaintiff L.W.A.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

L. W. A.,

Plaintiff,

v.

LINKEDIN CORPORATION,

Defendant.

Case No. 24CV450084

**NOTICE OF STIPULATION AND
STIPULATION TO EXTEND TIME FOR
RESPONSIVE PLEADING**

Date Filed: October 22, 2024

Trial Date: None Set

PLEASE TAKE NOTICE THAT:

Pursuant to California Rule of Court 3.110(d) and the Stipulation filed concurrently herewith, Plaintiff L.W.A. ("Plaintiff") and Defendant LinkedIn Corporation ("Defendant") hereby stipulate to a 15-day extension for Defendant to respond to the complaint in this action (the "Complaint").

STIPULATION TO EXTEND TIME TO RESPOND TO COMPLAINT

Plaintiff and Defendant, by and through their respective counsel of record, hereby stipulate as follows:

WHEREAS, Plaintiff served the Complaint and Summons on Defendant on October 28, 2024;

WHEREAS, the parties have agreed to the 15-day extension provided by California Rule of Court 3.110(d);

IT IS HEREBY STIPULATED that the deadline for Defendant to respond to the Complaint is extended from November 27, 2024 to December 12, 2024.

IT IS SO STIPULATED.

Dated: November 21, 2024

KEKER, VAN NEST & PETERS LLP

By: /s/ Spencer McManus

SPENCER MCMANUS

Attorneys for Defendant LINKEDIN CORPORATION

Dated: November 21, 2024

BURSOR & FISHER, P.A.

By: /s/ Sarah Westcot

SARAH WESTCOT

Attorneys for Plaintiff L.W.A.

PROOF OF SERVICE

I am employed in the City and County of San Francisco, State of California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Kecker, Van Nest & Peters LLP, 633 Battery Street, San Francisco, CA 94111-1809.

On November 21, 2024, I served the following document(s):

**NOTICE OF STIPULATION AND STIPULATION TO EXTEND TIME
FOR RESPONSIVE PLEADING**


- ☒ by **E-MAIL VIA PDF FILE**, by transmitting on this date via e-mail a true and correct copy scanned into an electronic file in Adobe "pdf" format. The transmission was reported as complete and without error.

Sarah N. Westcot
BURSOR & FISHER, P.A.
701 Brickell Avenue, Suite 2100
Miami, FL 33131-2800
Telephone: (305) 330-5512
Facsimile: (305) 676-9006
swestcot@bursor.com

Counsel for Plaintiff

Executed on November 21, 2024, at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Hattie W. Jones